

EXHIBIT A

INDEX OF STATE COURT DOCUMENTS

Cause No. DC-24-18870

ROBERT ALLEN BAUTISTA vs. GEXA ENERGY LP, et al

191st Judicial District of Dallas County, Texas

1.	11/20/2024	Docket
2.	10/25/2024	Civil Case Information Sheet
3.	10/25/2024	Original Petition for Securities Fraud and Deprivation of Plaintiff's Rights
4.	10/29/2024	Citation of Gexa Energy LP
5.	10/29/2024	Citation of Nextera Energy Inc.
6.	11/4/2024	Executed Citation of Gexa Energy LP
7.	11/4/2024	Executed Citation of Nextera Energy Inc.
8.	11/7/2024	Durable Power of Attorney
9.	11/20/2024	Answer

Case Information

DC-24-18870 | ROBERT ALLEN BAUTISTA vs. GEXA ENERGY LP, et al

Case Number

DC-24-18870

File Date

10/25/2024

Court

191st District Court

Case Type

CNTR CNSMR COM DEBT

Judicial Officer

SLAUGHTER, GENA

Case Status

OPEN

Party

PLAINTIFF

BAUTISTA, ROBERT ALLEN

Active Attorneys ▼

Pro Se

DEFENDANT

GEXA ENERGY LP

Active Attorneys ▼

Lead Attorney

FORD, ROBERT HENRY

Retained

DEFENDANT

NEXTERA ENERGY INC.

Active Attorneys ▼

Lead Attorney

FORD, ROBERT HENRY

Retained

Events and Hearings

10/25/2024 NEW CASE FILED (OCA) - CIVIL

10/25/2024 ORIGINAL PETITION ▼

ORIGINAL PETITION

10/25/2024 CASE FILING COVER SHEET ▼

CASE FILING COVER SHEET

10/29/2024 ISSUE CITATION ▼

ISSUE CITATION - GEXA ENERGY LP

ISSUE CITATION - NEXTERA ENERGY INC.

10/31/2024 CITATION ▼

Served

11/04/2024

Anticipated Server

ESERVE

Anticipated Method

Actual Server

OUT OF STATE

Returned

11/04/2024

Comment

GEXA ENERGY LP

10/31/2024 CITATION ▼

Served

11/04/2024

Anticipated Server

ESERVE

Anticipated Method

Actual Server

OUT OF STATE

Returned

11/04/2024

Comment

NEXTERA ENERGY INC.

11/04/2024 RETURN OF SERVICE ▼

EXECUTED CITATION - GEXA ENERGY LP

Comment

EXECUTED CITATION - GEXA ENERGY LP

11/04/2024 RETURN OF SERVICE ▼

EXECUTED CITATION - NEXTERA ENERGY INC.

Comment

EXECUTED CITATION - NEXTERA ENERGY INC.

11/07/2024 MISCELLANEOUS EVENT ▼

DURABLE POWER OF ATTORNEY

Comment

DURABLE POWER OF ATTORNEY

11/20/2024 ORIGINAL ANSWER - GENERAL DENIAL ▼

ORIG ANS & AFFIRMATIVE DEFENSES

Financial

BAUTISTA, ROBERT ALLEN

Total Financial Assessment

\$366.00

Total Payments and Credits

\$366.00

10/25/2024	Transaction Assessment			\$350.00
10/25/2024	PAYMENT (CASE FEES)	Receipt # 74796- 2024-DCLK	BAUTISTA, ROBERT ALLEN	(\$350.00)
10/29/2024	Transaction Assessment			\$16.00
10/29/2024	PAYMENT (CASE FEES)	Receipt # 75546- 2024-DCLK	BAUTISTA, ROBERT ALLEN	(\$16.00)

Documents

CASE FILING COVER SHEET

ORIGINAL PETITION

ISSUE CITATION - GEXA ENERGY LP

ISSUE CITATION - NEXTERA ENERGY INC.

EXECUTED CITATION - GEXA ENERGY LP

EXECUTED CITATION - NEXTERA ENERGY INC.

DURABLE POWER OF ATTORNEY

ORIGINALS & AFFIRMATIVE DEFENSES

STYLED ROBERT ALLEN BAUTISTA® v. GEXA ENERGY LP

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

1. Contact information for person completing case information sheet:		Names of parties in case:		Person or entity completing sheet is:
Name:	Email:	Plaintiff(s)/Petitioner(s):	<input type="checkbox"/> Attorney for Plaintiff/Petitioner <input checked="" type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____ Additional Parties in Child Support Case: Custodial Parent: _____ Non-Custodial Parent: _____ Presumed Father: _____	
ROBERT ALLEN BAUTISTA@AGENT	RBRBTST16@GMAIL.COM	ROBERT ALLEN BAUTISTA@AGENT		
Address:	Telephone:	ROBERT ALLEN BAUTISTA@ATTORNEY-IN-FACT		
PO BOX 131385	702-501-9639			
City/State/Zip:	Fax:	Defendant(s)/Respondent(s):		
DALLAS TX 75313	702-729-3010	Gexa Energy, LP D-U-N-S number: 108114542		
Signature: <u>Robert Allen Bautista</u>		NextEra Energy, Inc. D-U-N-S number: 122723174		
State Bar No: _____		[Attach additional page as necessary to list all parties]		
WITHOUT RECORDS WITHOUT PREJUDICE Robert Allen Bautista Attorney-in fact				
2. Indicate case type, or identify the most important issue in the case (select only 1):				
Civil			Family Law	
Contract Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input checked="" type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: _____ Foreclosure <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: _____	Injury or Damage <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises Product Liability: <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: _____ <input type="checkbox"/> Other Injury or Damage: _____	Real Property <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: _____ Related to Criminal Matters <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: _____	Marriage Relationship <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void Divorce <input type="checkbox"/> With Children <input type="checkbox"/> No Children Other Family Law <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____	Post-judgment Actions (non-Title IV-D) <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocals (UIFSA) <input type="checkbox"/> Support Order Parent-Child Relationship <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: _____
Employment <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: _____	Other Civil <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other: _____			
Tax <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax: _____	Probate & Mental Health Probate/Wills/Intestate Administration <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____			
3. Indicate procedure or remedy, if applicable (may select more than 1):				
<input type="checkbox"/> Appeal from Municipal or Justice Court <input checked="" type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action		<input checked="" type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment		<input checked="" type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover
4. Indicate damages sought (do not select if it is a family law case):				
<input checked="" type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input type="checkbox"/> Over \$100,000 but not more than \$200,000 <input type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input type="checkbox"/> Over \$1,000,000				

OCT 25 PM 4
 FELICIA PITRE
 DISTRICT CLERK
 DALLAS CO., TEXAS
 Belinda Hernandez

4. Jurisdiction: This Court has jurisdiction over this matter because the claims arise under the Texas Securities Act, the Securities Exchange Act of 1934, and Texas contract law. The amount in

controversy exceeds \$75,000.

5. Venue: Venue is proper in Dallas County because the transactions and violations at issue occurred in this county.

IV. FACTUAL BACKGROUND

6. Facts:

a. On or about [insert date], Defendants, Gexa Energy LP and NextEra Energy Inc., made material misrepresentations regarding a negotiable instrument, falsely representing it as secured and valid under the original terms while fraudulently altering the instrument with an unauthorized allonge, thereby violating UCC § 3-104 and UCC § 3-119.

b. Defendants' fraudulent alteration of the negotiable instrument, without Plaintiff's knowledge or consent, substantially changed its terms and obligations, leading Plaintiff to believe that the instrument was still enforceable under the original agreement, violating Texas Business and Commerce Code § 26.02 concerning the enforcement of obligations.

c. Plaintiff relied on these fraudulent misrepresentations and attempted to perform on the account by making payments based on the altered and unauthorized negotiable instrument. This conduct induced Plaintiff into a debt trap, in violation of the Texas Securities Act § 33.001 by engaging in a scheme to defraud investors through misrepresentations and omissions of material facts.

d. Defendants' refusal to honor remitted bills of exchange, which are lawful tender, constitutes a violation of UCC § 3-301, affirming the right of a holder in due course to enforce a negotiable instrument according to its original terms. By failing to do so, Defendants perpetuate securities fraud and undermine the integrity of financial instruments.

e. The Defendants' actions have effectively led Plaintiff into a state of involuntary financial servitude, violating 18 U.S.C. § 1581, which prohibits peonage and debt slavery by coercing Plaintiff into continued payments through deceptive and unlawful means.

f. Additionally, Defendants have violated the Fair Credit Reporting Act (FCRA) under 15 U.S.C. § 1681b by accessing and using Plaintiff's personal financial information without authorization. By failing to provide proper notice of adverse actions based on unauthorized use of credit information, Defendants have further engaged in deceptive practices that violate consumer rights.

g. The Defendants' failure to safeguard Plaintiff's personal financial information during the course of the fraudulent financial transactions constitutes a violation of the Fair and Accurate Credit Transactions Act (FACTA) under 15 U.S.C. § 1681c.

h. Defendants' pattern of misconduct demonstrates a continuous scheme to defraud Plaintiff, amounting to securities fraud, as defined under Section 10(b) of the Securities Exchange Act of 1934, which prohibits manipulative or deceptive devices in connection with the purchase or sale of any security.

V. CAUSES OF ACTION

7. Securities Fraud

Defendants violated the Texas Securities Act and Section 10(b) of the Securities Exchange Act of 1934 by:

- a. Making false statements of material fact in connection with the negotiable instrument;
- b. Omitting critical information regarding the unauthorized allonge that materially altered the instrument's terms and obligations, violating UCC § 3-104 and UCC § 3-119;
- c. Engaging in a fraudulent scheme to manipulate the terms of the negotiable instrument, inducing Plaintiff into payments based on false pretenses;
- d. Utilizing fraudulent endorsements to force Plaintiff into a continuing financial obligation that was never agreed upon, constituting a violation of securities laws.

8. Deprivation of Rights

Defendants' actions resulted in a deprivation of Plaintiff's rights by:

- a. Coercing Plaintiff into continued financial obligations using the fraudulent negotiable instrument;
- b. Depriving Plaintiff of the ability to renegotiate or terminate the financial obligation due to Defendants' fraudulent alteration of the instrument;
- c. Engaging in deceptive practices that placed Plaintiff in a vulnerable financial position, violating both state and federal laws that protect against fraudulent financial manipulation.

VI. DAMAGES

9. Damages: As a direct and proximate result of Defendants' fraudulent conduct, Plaintiff has suffered economic and non-economic damages, including:

- a. All payments made under the fraudulent negotiable instrument, totaling \$[Amount];
- b. Emotional distress caused by the undue financial burden and the violation of Plaintiff's rights under 18 U.S.C. § 1581;
- c. Damage to Plaintiff's financial reputation and credit standing due to the fraudulent use of Plaintiff's financial information;
- d. Loss of financial opportunities and income that were otherwise available to Plaintiff;
- e. Costs incurred to rectify the consequences of Defendants' fraudulent actions and the exploitation of the negotiable instrument.

VII. PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Defendants be cited to appear and answer, and that upon final hearing, Plaintiff be awarded the following relief:

1. Restitution for all payments made under the fraudulent negotiable instrument in the amount of \$808.30;
2. Actual damages in the amount of \$75,000;
3. Statutory damages under the Texas Securities Act and the Securities Exchange Act of 1934;

4. Punitive damages for fraudulent misrepresentation and violations of federal law;
5. Court costs and legal fees;
6. Pre-judgment and post-judgment interest as allowed by law;
7. Any other relief to which Plaintiff may be entitled.

VIII. JURY DEMAND

10. Jury Demand: Plaintiff demands a jury trial and will pay the necessary jury fee.

DATED this 24TH day of OCTOBER, 2024.

Respectfully submitted,

ROBERT ALLEN BAUTISTA®/ATTORNEY-IN-FACT
PO BOX 131385
DALLAS, TX 75313-1385
702-501-9639
RBRTBTST16@GMAIL.COM

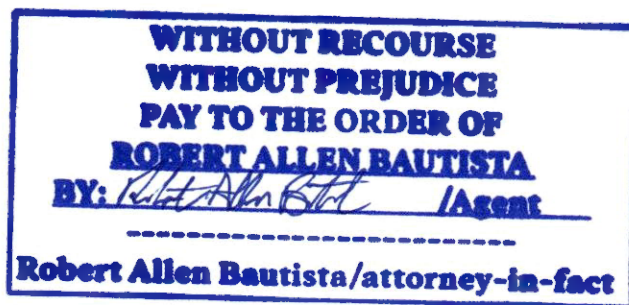


EXHIBIT A

U.S. Postal ServiceSM CERTIFIED MAILSM RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com

0201 02

Postmark
Here

09/20/2024

Service provides the following benefits:

- For an electronic return receipt, use a retail return receipt for no additional fee. Present the USPS-authorized Certified Mail receipt to the retail associate.
- Restricted delivery service, which requires the addressee's signature to be at least 21 years of age (not available at retail).
- Adult signature service, which provides the addressee's signature to be at least 21 years of age (not available at retail).
- Insurance coverage for purchase of Certified Mail service with certain Priority Mail items. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with Certified Mail service.
- International mail.
- Priority Mail service.
- First-Class Package ServiceSM.

At Remittance:

- Buyer (including the recipient's agent) of the Certified Mail label.
- Postage (including the recipient's agent) of delivery or attempted delivery.

Important: Please keep this receipt for your records.

Postage \$0.73

Certified Mail Fee \$4.25

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$4.10
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Total Postage and Fees	\$9.68

Sent To CEXA ENERGY

Street and Apt. No., or PO Box No. 90 BOX 6601000

City, State, ZIP+4 DALLAS TX 75266-0000

See Reverse for instructions

88 6262 2ET7 0225 0720 6856

Total 9590 9402 8671 3310 9193 72 \$9.68

First-Class Mail®	1	\$2.87
Large Envelope		

City of Industry, CA 91716
Weight: 0 lb 5.10 oz
Estimated Delivery Date
Tue 09/24/2024

Certified Mail® \$4.85
Tracking #:

Return Receipt: \$4.10
Tracking #:

Total	9590	9402	8671	3310	9193	65	\$11.82
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5c Grapes	40	\$0.05	\$2.00
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Grand Total: \$23.50

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**

Domestic Mail Only

For delivery information, visit our website at www.usps.com

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee if applicable)

	\$	\$
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	\$0.00
<input type="checkbox"/> Restricted Delivery	\$0.00	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	\$0.00

Postage \$0.73

Total Postage and Fees \$9.68

Sent To **BEKA EBERLY**

Street and Apt. No., or PO Box No.
PO BOX 66010

City, State, ZIP+4®
DURHAM NC 27606-6106

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark Here
10/21/2024

Service provides the following benefits:

- Certified Mail label.
- Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.
- Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).
- Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).
- To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

IMPORTANT: Save this receipt for your records.

PS Form 3800, January 2023 (Revise) PSN 7530-02-000-9047

THE STATE OF TEXAS

To: **GEXA ENERGY LP**
20455 STATE HIGHWAY 249
SUITE 200
HOUSTON TX 77070

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org. Your answer should be addressed to the clerk of the **191st District Court** at 600 Commerce Street, Dallas, Texas 75202.

Said Plaintiff being **ROBERT ALLEN BAUTISTA**

Filed in said Court **25th day of October, 2024** against

GEXA ENERGY LP; NEXTERA ENERGY INC.

For Suit, said suit being numbered **DC-24-18870**, the nature of which demand is as follows:
Suit on **CNTR CNSMR COM DEBT** etc. as shown on said petition, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.

Given under my hand and the Seal of said Court at office **on this the 31st day of October, 2024**

ATTEST: FELICIA PITRE,
Clerk of the District Courts of Dallas County, Texas

By , Deputy
HARPER REAM



ESERVE CITATION

No.: **DC-24-18870**

ROBERT ALLEN BAUTISTA
vs.
GEXA ENERGY LP, et al

ISSUED
on this the 31st day of October, 2024

FELICIA PITRE
Clerk District Courts,
Dallas County, Texas

By: **HARPER REAM**, Deputy

Attorney for Plaintiff
ROBERT ALLEN BAUTISTA
PRO SE
PO BOX 131385
DALLAS TX 75313-1385
702-501-9639
RBRTBTST16@GMAIL.COM
DALLAS COUNTY
SERVICE FEES
NOT PAID

OFFICER'S RETURN

Cause No. DC-24-18870

Court No.: 191st District Court

Style: ROBERT ALLEN BAUTISTA

vs.

GEXA ENERGY LP, et al

Came to hand on the _____ day of _____, 20_____, at _____ o'clock _____ .M.

Executed at _____, within the County of _____ at _____

o'clock _____ .M. on the _____ day of _____, 20_____, by delivering to the within named

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by me in serving such process was _____ miles and my fees are as follows: To certify which witness my hand.

For serving Citation \$ _____

For mileage \$ _____ of _____ County, _____

For Notary \$ _____ By _____ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said _____ before me this _____ day of _____,

20_____, to certify which witness my hand and seal of office.

Notary Public _____ County _____

THE STATE OF TEXAS

To: **NEXTERA ENERGY INC.**
700 UNIVERSE BLVD,
JUNO BEACH FL 33408

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org. Your answer should be addressed to the clerk of the **191st District Court** at 600 Commerce Street, Dallas, Texas 75202.

Said Plaintiff being **ROBERT ALLEN BAUTISTA**

Filed in said Court **25th day of October, 2024** against

GEXA ENERGY LP; NEXTERA ENERGY INC.

For Suit, said suit being numbered **DC-24-18870**, the nature of which demand is as follows:
Suit on **CNTR CNSMR COM DEBT** etc. as shown on said petition, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.

Given under my hand and the Seal of said Court at office **on this the 31st day of October, 2024**

ATTEST: FELICIA PITRE,
Clerk of the District Courts of Dallas County, Texas

By , Deputy
HARPER REAM



ESERVE CITATION

No.: **DC-24-18870**

ROBERT ALLEN BAUTISTA
vs.
GEXA ENERGY LP, et al

ISSUED
on this the 31st day of October, 2024

FELICIA PITRE
Clerk District Courts,
Dallas County, Texas

By: **HARPER REAM**, Deputy

Attorney for Plaintiff
ROBERT ALLEN BAUTISTA
PRO SE
PO BOX 131385
DALLAS TX 75313-1385
702-501-9639
RBRTBTST16@GMAIL.COM
DALLAS COUNTY
SERVICE FEES
NOT PAID

OFFICER'S RETURN

Cause No. DC-24-18870

Court No.: 191st District Court

Style: ROBERT ALLEN BAUTISTA

vs.

GEXA ENERGY LP, et al

Came to hand on the _____ day of _____, 20_____, at _____ o'clock _____ .M.

Executed at _____, within the County of _____ at _____

o'clock _____ .M. on the _____ day of _____, 20_____, by delivering to the within named

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by me in serving such process was _____ miles and my fees are as follows: To certify which witness my hand.

For serving Citation \$ _____

For mileage \$ _____ of _____ County, _____

For Notary \$ _____ By _____ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said _____ before me this _____ day of _____,

20_____, to certify which witness my hand and seal of office.

Notary Public _____ County _____

RETURN OF SERVICE		<div>FILED</div> <div>Court Stamp Here</div> <div>2024 NOV -4 AM 10:42</div> <div>FELICIA PITRE DISTRICT CLERK DALLAS CO. TEXAS</div> <div>DEPUTY</div>
Notice: This document contains sensitive data Court District Court Clerk of the District Court of Dallas County, Texas Dallas County, Texas		
Plaintiff	ROBERT ALLEN BAUTISTA	Cause # DC-24-18870
Defendant(s)	GEXA ENERGY LP, ET AL	Came to Hand Date/Time 10/31/2024 2:04 PM
Manner of Service	Personal	Service Date/Time 11/04/2024 9:49 AM
Documents	Citation; Petition	Service Fee: \$75.00

I am certified under order of the Judicial Branch Certification Commission to serve process, including citations in Texas. I am not a party to or interested in the outcome of this lawsuit. My information: identification number, birth date, address, and certification expiration date appear below. I received and delivered the Specified Documents to Defendant as stated herein. The following information is based on personal knowledge.

On 11/04/2024 at 9:49 AM: I served Citation and Petition upon GEXA ENERGY LP c/o LEE, DAVID M, REGISTERED AGENT by delivering 1 true and correct copy(ies) thereof, with GEXA ENERGY LP c/o LEE, DAVID M, REGISTERED AGENT, I delivered the documents to Brittney Burnette (paralegal) who identified themselves as the person authorized to accept with identity confirmed by subject stating their name. The individual accepted service with direct delivery. The individual appeared to be a black-haired black female contact 25-35 years of age, 5'-5'4" tall and weighing 80-120 lbs. Registered agent was unavailable at 700 Universe Blvd, Juno Beach, FL 33408.

null

My address is: 3201 Garden E Drive #A, Palm Beach Gardens, FL 33410, USA.

My process server identification # is: 1013. My Certification expires: 12/30/2024.

Per U.S. Code § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Declaration executed in Dallas county, TX.



Christopher Wilson

11/04/2024

Date Executed

Ref DC-24-18870



0147579318

txefile@abclegal.com



ROBERT ALLEN
BAUTISTA®

Tracking # 0147841736



THE STATE OF TEXAS

To: **GEXA ENERGY LP**
20455 STATE HIGHWAY 249
SUITE 200
HOUSTON TX 77070

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org. Your answer should be addressed to the clerk of the **191st District Court** at 600 Commerce Street, Dallas, Texas 75202.

Said Plaintiff being **ROBERT ALLEN BAUTISTA**

Filed in said Court **25th day of October, 2024** against

GEXA ENERGY LP; NEXTERA ENERGY INC.

For Suit, said suit being numbered **DC-24-18870**, the nature of which demand is as follows:
Suit on **CNTR CNSMR COM DEBT** etc. as shown on said petition, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: **FELICIA PITRE**, Clerk of the District Courts of Dallas, County Texas.

Given under my hand and the Seal of said Court at office **on this the 31st day of October, 2024**

ATTEST: **FELICIA PITRE**,
Clerk of the District Courts of Dallas County, Texas

By , Deputy
HARPER REAM



ESERVE CITATION

No.: **DC-24-18870**

ROBERT ALLEN BAUTISTA
vs.
GEXA ENERGY LP, et al

ISSUED
on this the 31st day of October, 2024

FELICIA PITRE
Clerk District Courts,
Dallas County, Texas

By: **HARPER REAM**, Deputy

Attorney for Plaintiff
ROBERT ALLEN BAUTISTA
PRO SE
PO BOX 131385
DALLAS TX 75313-1385
702-501-9639
RBRTBTST16@GMAIL.COM
DALLAS COUNTY
SERVICE FEES
NOT PAID

OFFICER'S RETURN

Cause No. DC-24-18870

Court No.: 191st District Court

Style: ROBERT ALLEN BAUTISTA

vs.

GEXA ENERGY LP, et al

Came to hand on the _____ day of _____, 20_____, at _____ o'clock _____ .M.

Executed at _____, within the County of _____ at _____

o'clock _____ .M. on the _____ day of _____, 20_____, by delivering to the within named

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by me in serving such process was _____ miles and my fees are as follows: To certify which witness my hand.

For serving Citation \$ _____

For mileage \$ _____ of _____ County, _____

For Notary \$ _____ By _____ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said _____ before me this _____ day of _____,

20_____, to certify which witness my hand and seal of office.

Notary Public _____ County _____

RETURN OF SERVICE		FILED Court Stamp Here 2024 NOV -4 AM 10:42 FELICIA PITRE DISTRICT CLERK DALLAS CO. TEXAS DEPUTY
Notice: This document contains sensitive data Court District Court Clerk of the District Court of Dallas County, Texas Dallas County, Texas		
Plaintiff	ROBERT ALLEN BAUTISTA	Cause # DC-24-18870
Defendant(s)	GEXA ENERGY LP, ET AL	Came to Hand Date/Time 10/31/2024 1:01 PM
Manner of Service	Personal	Service Date/Time 11/04/2024 9:50 AM
Documents	Citation; Petition	Service Fee: \$75.00

I am certified under order of the Judicial Branch Certification Commission to serve process, including citations in Texas. I am not a party to or interested in the outcome of this lawsuit. My information: identification number, birth date, address, and certification expiration date appear below. I received and delivered the Specified Documents to Defendant as stated herein. The following information is based on personal knowledge.

On 11/04/2024 at 9:50 AM: I served Citation and Petition upon NEXTERA ENERGY INC. c/o LEE, DAVID M, REGISTERED AGENT by delivering 1 true and correct copy(ies) thereof, with NEXTERA ENERGY INC. c/o LEE, DAVID M, REGISTERED AGENT, I delivered the documents to Brittney Burnette (paralegal) who identified themselves as the person authorized to accept with identity confirmed by subject stating their name. The individual accepted service with direct delivery. The individual appeared to be a black-haired black female contact 25-35 years of age, 5'-5'4" tall and weighing 80-120 lbs. registered agent was unavailable at 700 Universe Blvd, Juno Beach, FL 33408.

null

My address is: 3201 Garden E Drive #A, Palm Beach Gardens, FL 33410, USA.

My process server identification # is: 1013. My Certification expires: 12/30/2024.

Per U.S. Code § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Declaration executed in Dallas county, TX.



Christopher Wilson

11/04/2024

Date Executed

Ref DC-24-18870



0147579317

txefile@abclegal.com



abc legal ROBERT ALLEN BAUTISTA®

Tracking # 0147841940



FORM NO. 353-3-CITATION
THE STATE OF TEXAS

Case 3:24-cv-01901-BN

Document 1-1

Filed 11/20/24

Page 22 of 52

PageID 29

To: NEXTERA ENERGY INC.
700 UNIVERSE BLVD,
JUNO BEACH FL 33408

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org. Your answer should be addressed to the clerk of the 191st District Court at 600 Commerce Street, Dallas, Texas 75202.

Said Plaintiff being ROBERT ALLEN BAUTISTA

Filed in said Court 25th day of October, 2024 against

GEXA ENERGY LP; NEXTERA ENERGY INC.

For Suit, said suit being numbered DC-24-18870, the nature of which demand is as follows:
Suit on CNTR CNSMR COM DEBT etc. as shown on said petition, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.
Given under my hand and the Seal of said Court at office on this the 31st day of October, 2024

ATTEST: FELICIA PITRE,
Clerk of the District Courts of Dallas County, Texas

By HARPER REAM, Deputy
HARPER REAM



ESERVE
CITATION

No.: DC-24-18870

ROBERT ALLEN BAUTISTA
vs.
GEXA ENERGY LP, et al

ISSUED
on this the 31st day of October, 2024

FELICIA PITRE
Clerk District Courts,
Dallas County, Texas

By: HARPER REAM, Deputy

Attorney for Plaintiff
ROBERT ALLEN BAUTISTA
PRO SE
PO BOX 131385
DALLAS TX 75313-1385
702-501-9639
RBRTBTST16@GMAIL.COM
DALLAS COUNTY
SERVICE FEES
NOT PAID

OFFICER'S RETURN

Cause No. DC-24-18870

Court No.: 191st District Court

Style: ROBERT ALLEN BAUTISTA

vs.

GEXA ENERGY LP, et al

Came to hand on the _____ day of _____, 20_____, at _____ o'clock _____M.

Executed at _____, within the County of _____ at _____

o'clock _____M. on the _____ day of _____, 20_____, by delivering to the within named

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by me in serving such process was _____miles and my fees are as follows: To certify which witness my hand.

For serving Citation	\$ _____	_____
For mileage	\$ _____	of _____ County, _____
For Notary	\$ _____	By _____ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said _____ before me this _____ day of _____,
20_____, to certify which witness my hand and seal of office.

Notary Public _____ County _____

FILED

2024 NOV -7 PM 1:05

FELICIA PITRE
DISTRICT CLERK
DALLAS CO., TEXAS
DEPUTYJ191ST
SLAUGHTER, GENA
DC-24-18870

ROBERT ALLEN BAUTISTA®

PLANTIFF(S)

v.

GEXA ENERGY

NEXTERA ENERGY INC

DEPENDANT(S)

SUBMITTED DPA

DC-24-18870

DURABLE POWER OF ATTORNEY

ROBERT ALLEN BAUTISTA ®
400 N ERVAY ST 131385
DALLAS, TX 75313
702-501-9639
RBRTBTST16@GMAIL.COM

Section 1: Definitions

Important note: these definitions apply both within the agent/principal relationship and without

Client:

Someone who is being assisted to present themselves. This term indicates absolutely no degradation of character or ability and simply means someone who is getting assistance while simultaneously educating themselves in law and statute. NO CLIENT, WITHIN THIS AGREEMENT, IS A CHILD, INFANT, RETARDED OR OF UNSOUND MIND.

Ens legis:

A creature of the law; an artificial being, as contrasted with a natural person. Applied to corporations, considered as deriving their existence entirely from the law. -Black's Law 4th Edition

Novation:

Defined as a change in a contract, partial or full.

Signature:

Confirming agreement or acceptance. If involving a negotiable instrument, it would be an indorsement.

Indorsement:

Any writing placed on a negotiable instrument for the purpose of assigning, transferring, or redeeming the security or granting a power to assign, transfer, or redeem it.

The default signature or indorsement for all documents WILL NEVER BE A BLANK INDORSEMENT (unless explicitly indorsed with "Pay to the order of: bearer" and also has an allonge describing why it is being indorsed that way). All previous, current and future indorsements are now defaulted to:

WITHOUT RECOURSE
WITHOUT PREJUDICE

Pay to the order of:

ROBERT ALLEN BAUTISTA®

By: /s/ Robert Allen Bautista/agent

Robert Allen Bautista/attorney-in-fact

Artificial entity:

An estate, company, association, partnership, corporation, trust or other entity indicating a collective body of individuals. These bodies are “persons” if they operate entirely and completely within the confines of the definitions of “nation” and “peace,” which are both locatable in this dictionary of terms. But the word “person” will no longer be used and, in the interest of creating clear contracts, the word “entity” will be used when not a man or woman.

Autograph:

A cursive writing, using a pen and paper, unique to each living man or woman, of some sort of artistic symbolism that proves their identity due to the unique style in which it is written. An autograph is never on behalf of an artificial entity and is always a representation of the living man or woman who made it.

De facto:

The corporate world that is under the Crown of England. The entire structure that was created under the Crown and is offered as a structure for Commerce. People can voluntarily contract into this system as they want in an effort to have a pre-built structure that they may plug into for ease-of-use, support, etc.

De jure:

The non-corporate world that has nothing to do with the statutes, rules and boundaries set up by the Crown. Operating entirely in a new space where you create your own rules and boundaries. Your “Codes” are created by you and used to contract as you see fit. The de jure is governed by Common Law which is simply don’t hurt people or their property and be transparent in your offers and contracts. The de jure is where international law occurs and is based entirely on nation-to-nation diplomatic relations.

“person,” “human being” and “individual”:

These words/terms are defined as: a nothingness which produces a somethingness. The seat of creativity. This is not the brain, nor the body, but is a potential consciousness that has no space, no wavelength, no mass and no location. This essence contains the decisions and definitions associated with interaction, identity, ethics, morals and integrity.

Ethics:

What the individual considers right/wrong (and why).

Morals:

The spoken AND UNSPOKEN ideas of what a group considers right/wrong (and why).

Banking:

The operation of electrical energy translated to the world of money and finance. The creation, flow and use of any form of energy that is used as the intermediary of trade or commerce. Any item that would be used as a mode of exchange and that follows all the rules of physics as regards to flow and energy. The highest form of “banker,” in the literal sense, would be an electrical engineer. Banking in the de facto is accomplished by the creation of credit by exchanging a promissory note for Federal Reserve Notes as per the Federal Reserve Act, Section 16, Part 2 - via the Federal Reserve Window. These credit exchanges are done by a lack of disclosure to the indorsee, thus causing the indorsee to sign using a blank indorsement (meaning an unconditional indorsement that releases the valuable security to the financial institution entirely - essentially “gifting” the collateral security to be exchanged and payable to the banking institution). Banking in the de jure is the coining and handling of silver and gold COINS in an effort to create a stable and functional exchange medium.

Bank:

In the de facto it would be any individual that converts one negotiable instrument into another or creates notes and bills. In the de jure it would be the storing, safe keeping, transferring and exchanging of gold/silver coins. No licenses or “approval” is needed to be a bank and every individual person IS a bank, by definition, in the de facto. Anyone who can promise that some amount will be paid in the future is, by definition, a bank.

Note/instrument/negotiable instrument/security/bond:

An unconditional promise to pay (promissory note) or an unconditional order to pay (bill of exchange). “Bill” is a shortening of “bill of exchange” and “note” is a shortening of “promissory note”

Payment:

This definition will defer to Black’s Law 4th Edition: “The fulfillment of a promise, or the performance of an agreement.”

Discharge/setoff:

The indorsement and return of a negotiable instrument, approving it for exchange at the Federal Reserve Discount Window.

Limited liability:

The degradation of personal power by assuming that there are problems that could pop up that you would be incapable of handling. A shrinking of personal confidence that stems from a person committing acts that they deem worthy of shame or guilt. Personal shrinkage.

Problems:

The normal idea of problems is “something of which is considered pesky, unwanted, difficult and unappreciated. Something of which a person generally would rather not have.” This definition puts all the power of the situation into the problem itself. The new definition of “problem” is: “that of which gives excitement and interest to a story. The element of a story that is considered and defined, entirely out of the free will of the person, to be something unwanted. The “problem” is the element of which all adventures are born. The resolution of a “problem” is the entire structure of a journey.”

Consideration:

Defined as: something given of value that all parties consider of value and continue to consider of value throughout the entire life of the contract or agreement. If either party decides, during the life of a contract, that consideration is no longer equal, then that contract can be instantaneously canceled from

that moment. Fraud vitiates all contracts from their inception and acts as though a contract never existed to begin with.

Fraud:

Any attempt to create illusion, delusion, vagueness or over-complexity in an effort to confuse or reduce the ability to perceive or understand something. THE HIGHEST LEVEL OF FRAUD IS THE ALTERATION OF DEFINITIONS OF WORDS OR TERMS. All men and all women deserve to live a life of honest and transparent dealings.

Understand/under stand/under-stand:

To conceptually copy information into your own mind, contribute to it (invest in it) in an effort to make it your own, then be able to apply it in the physical world to the product of an effective effect. This definition explicitly negates any idea that these words may be used to trick someone into granting dominion or power over them.

Conceptually:

To have a basic idea in the mind that comes across almost as the idea of “an understanding in the form of energy” - meaning having so much comprehension of some particular word or thing that you can get the feeling in your mind that you do not even need words or symbols to explain the ideas. A conceptual understanding of something may even leave the person saying “I know what it is, I simply can’t put it into words.” The ideas are devoid of having to use the “crutch” of other words or symbols. It is a full immersion into an idea or term that feels almost as if you are the source of the definition of the word or idea itself. You can “feel” the definition. YOU ARE THE DEFINITION.

Definition:

The exact, agreed-upon boundaries of the meaning of a series of symbols, behavior, or anything else. A definition could be entirely unknown or mistaken, but an “incorrect definition” would be the largest aspect that this section should clarify. An “incorrect definition” would be a meaning that is either too narrow or too wide, too simple or too complex, too vague or too specific. A definition is the contract associated with the meaning of the word, idea, phrase, etc. The source of credit and law, which is the well-intentioned inhabitant or contributing member of a group, has the highest rank in terms of the creation, clarification or changing of definitions. Definitions are living, breathing things and are the most important aspect to all contracts and communication. VAGUE OR OVER-COMPLICATED DEFINITIONS WILL BE VIEWED AND ASSUMED TO BE AN ATTEMPT TO DECEIVE AND WILL BE CLASSIFIED AS FRAUD.

Terminal:

In order to understand banking, the idea of a terminal must be understood. This term comes from the terminology used in batteries and electricity. A terminal is a person who is effectively (or potentially) exchanging goods and/or services in a way that contributes to building a society or a market.

Market:

A group of people, small or large, that is exchanging goods and services in an effort to make life more exciting, more interesting, easier, etc. The basis of legality of all market transactions is found in the idea of consent. “Harmful” goods and services may be offered legally as long as all parties in the transaction are consenting and that transaction or activity does not encroach into the freedoms of another person who may not agree with what is happening.

Consent:

Understanding, as defined in this definitions section, of the contract or agreement in question. This understanding is then mixed with explicit agreement. Explicit agreement is important because assuming agreement or consent is quite dangerous. Agreement and consent should be explicit and “tacit consent” or “consent due to acquiescence” is essentially rape in commerce. Involuntary servitude is entirely illegal, but at the same time... not responding to an important concern is irresponsible. There is a fine line between the two that must be walked.

Rape:

Any forced contract that did not have explicit understanding and consent at the inception and throughout the entire duration of the contract. Anything that could be considered involuntary servitude, forced labor, enticement into slavery, etc.

Debtor:

A debtor is someone who owes a true negative in an agreement or contract where they have received true value and consideration but have not reciprocated that consideration to a sufficient point for both parties (within reason). A debtor cannot be a debtor if they did not consciously and expressly involve themselves in the contract to begin with. Anyone who has unknowingly signed away a valuable negotiable instrument using a blank indorsement would NOT be classified as a debtor due to there having been valuable consideration already manufactured and given.

Creditor:

The indorsee of any promissory note or bill of exchange. Any successful attempt to trick, whether through nondisclosure or active displacement, an indorsee into doing a blank indorsement on any security, without valuable exchange in return, will be charged with purloining those instruments.

Truth:

The information that, when exposed and understood, eliminates all negative conditions. For example: negative emotions, guilt, shame, stupidity, hate, etc.

Guilt:

A feeling of degradation that stems from someone else effectively persuading you that your actions have directly harmed them, others or yourself.

Shame:

Active self-degradation that stems from believing that your actions harm or degrade others. This is only possible due to the collective previous persuasions of others that you have or can hurt them. It is the idea of “being careful” taken to the level of absurdity.

Degrade:

To lower one’s value or perceived value.

Value:

The perception of supply versus demand. Something that “everyone wants” that no one can have would have the highest perceived value. Value is entirely calculated through the nature of humans and their interest in making life an interesting game.

Freedom:

A condition that is the product of having a vast amount more truth than lies on any given subject, mixed with being devoid of guilt and shame on that particular subject. The correct definitions for

words is the most important aspect of freedom (the highest form of freedom is redefining all words and symbols, at will, on all contracts).

Admiration:

The ability to appreciate anyone or anything for what they are and to enjoy their flaws and their beauties as nothing more than a creation of expression assumed to be entirely within their will. This includes permitting someone to destroy their life as they see fit, as long as that destruction does not harm or damage others.

“State,” “state,” and “STATE”:

“State” and “STATE” refer to corporation fakes that are located in the District of Columbia (they are listed on Dun and Bradstreet as businesses). “state” means the same as “nation” and defers to the definition below. From now on, any usage of the 3 variations of state will default to an unincorporated zone unless explicitly described as a business located in the District of Columbia.

State government is the highest form of government available and is always held by the people who inhabit that state, even if there is no official body or office of government activity. Each state is legally a separate country to one another in law. The sheriff is responsible for enforcing laws and handling disputes in the field and his ultimate purpose is “to handle the surface manifestations of society.” Whereas the courts then take the surface manifestations of society and dig deeper in an effort to permanently address difficulties in the society or culture. The purpose of a judge or court is “to dig deeper into the surface manifestations of society in an effort to find the source of disputes and eliminate their unnecessary manufacture.”

Any group of individuals working together that is at peace with themselves and share tranquility and enlightenment with other groups would be officially defined as a state. “State” and “nation” essentially mean the same thing.

Body Politic:

State or nation or public associations, -Black’s Law 4th Edition

Society:

An association or company of persons (generally unincorporated) united together by mutual consent, in order to deliberate, determine, and act jointly for some common purpose. In a wider sense, the community or public; the people in general. -Black’s Law 4th Edition

Nation:

“An Independent body politic; a society of men united together for the purpose of promoting their mutual safety and advantage by the joint efforts of their combined strength. But every combination of men who govern themselves independently of all others will not be considered a nation. A body of pirates, for example, who govern themselves, are not a nation. To constitute a nation, another ingredient is required. The body thus formed must respect other nations in general, and each of their members in particular. Such a society has her affairs and her interests; she deliberates and takes resolutions in common, thus becoming a moral person, who possesses an understanding and will peculiar to herself, and is susceptible of obligations and rights.” -Vattel, Prelim. Ill, 2; 5 Pet. (U. S.) 52. See 1 Idaho (N. S.) 612.

The District of Columbia (“Washington D.C.”):

A for-profit private corporation that is foreign to all the individual states. The purpose of this corporation is to SERVE THE STATES (the 50 unincorporated states as well as any other nations or states in the unincorporated zone) in an effort to help with state-to-state communication, commerce, etc. They do not have the ability to govern outside of their tiny ten-square mile sandbox. They are essentially a private contractor that is employed to enhance interstate activity. They can be fired no differently than a plumber or carpenter if any individual state decides to do so. Each individual state is contracted into this corporation as a request for assistance. The District of Columbia is not allowed to use any trickery to describe itself, such as the term "United States." Any attempt to deceive will be considered fraud or treason and will be treated accordingly. The primary purpose for Washington DC is "to create a prosperous country by enhancing that which is creating abundance and destroying or eliminating that which is creating scarcity. To ensure that the Constitution of the original non-incorporated America is adhered to by ensuring its application in interstate dealings. To assist each and every state with any scarcities they may encounter."

Money:

Gold and/or silver coins. Without gold and/or silver coins involved in a transaction, there is no negative or positive gain in the real world. There can only be a false illusion of positive or negative gain. "Profit and loss" can only be computed through the exchange of gold/silver coins. Any commercial activity in the de facto that is not exchanging silver and gold coins is, by definition, a "non-profit activity."

United States:

The original states of the Republic being referred to as a collective. The "United States" is not, in itself, a country. Each individual state is a country, by law. This definition specifically and explicitly negates the definition found in 28 USC 3002(15), as well as the description found in UCC 9-307(h). Any de facto corporation found using the term "United States" will automatically be changed to "only and explicitly the District of Columbia and its territories." The "Federal corporation" does not have any jurisdiction in the 50 individual unincorporated states of America (or any additional states or nations in those areas) and this term being used is very heavy fraud that very few people know about. Any use of this definition will be assumed that the person using it does not know this definition and the prosecution of the use of this term will need EXTENSIVE levels of evidence that proves INTENT. This term is the core aspect of the difficulties in our glorious country. Assumption that the use of this term is of ill-will should NOT be done, as all assumptions should be a lack of comprehension of this most deadly term.

Intent:

"Intent" expresses mental action at its most advanced point, or as it actually accompanies an outward, corporal [of or involving the body] act which has been determined on. Intent shows the presence of will in the act which consummates a crime. It is the exercise of intelligent will, the mind being fully aware of the nature and consequences of the act which is about to be done, and with such knowledge, and with full liberty of action, willing and electing to do it. -Black's Law 4th Edition (bracket section added by Brandon Joe Williams to clarify the word "corporal")

Republic:

"We may define a republic to be, or at least may bestow that name on, a government which derives all its powers directly or indirectly from the great body of the people, and is administered by persons holding their offices during pleasure, for a limited period, or during good behavior. It is ESSENTIAL to such a government that it be derived from the great body of the society, not from an inconsiderable proportion, or a favored class of it; . . . It is SUFFICIENT for such a government that the persons

administering it be appointed, either directly or indirectly, by the people; and that they hold their appointments by either of the tenures just specified.” -James Madison in Federalist No. 39

Taxpayer:

Anyone who willingly and knowingly wishes to gift their money or currency then completes the action of actually gifting it. Just because they donated once does not permanently make them a “taxpayer.” They can only be assumed to be a taxpayer at the exact moment of donation... not a minute before or a minute after.

Currency:

Anything used as a medium of exchange. The words “money” and “currency” ARE VERY DIFFERENT. Currency could be bottle caps, small pieces of metal, paper, or anything else. Currency is not required to be silver/gold coins. This definition includes negotiable instruments.

Corporation/business:

An organization that operates under the Crown of England. The entire contract breaks down like this: someone APPLIES for approval to be under the codes, regulations and rules of the Crown of England, then is approved and allowed to operate in their world. You “incorporate” into this world, meaning you involve yourself in it and operate under its structure. There are various services available in that world that provide structure and boundaries in exchange for fees and other consideration. Contracting into this body of rules and regulations is a choice and each person should look at the pros, cons and benefits associated with doing so prior to requesting approval. All corporations can only be physically located in one of three locations: The District of Columbia, the incorporated sector of the City of London or Vatican City.

Loan:

In the de facto, it is the indorsing of a promissory note by a person based off their future potential productivity, which is then exchanged with the Federal Reserve for Federal Reserve Notes. A “financial institution” is not required to convert the promissory note into Federal Reserve Notes but may be utilized for assistance if needed. A “financial institution” hired to provide this service is nothing more than a contracted currency exchanger and the loan is NOT being given by then (they are not a “lender,” they are a “currency exchange.”) Any effort to trick or deceive as to who is creating the loan or giving the loan will be treated as fraud or treason and handled accordingly. In the de jure it is the issuing of silver/gold coins at interest.

Lies:

Pieces of information that degrade and/or create/enhance bad conditions. One of the purposes of the courts is “to locate and obliterate the sources of lies.”

Trust:

An agreement where assets are held and administered by a trustee for the benefit of a beneficiary. This structure comes straight from God through the Bible and, while there have been corporate versions of trusts created in an effort to deceive, THIS DEFINITION SPECIFICALLY AND EXPLICITLY DOES NOT INCLUDE THOSE TYPES OF “TRUSTS.” Corporate trusts are not trusts, they are corporations or businesses and are located in the District of Columbia, City of London or Vatican City. This is a definition of truth, not deception. This definition of trust only applies to the completely non-incorporated original trust agreements that are entirely and completely sovereign and un-a-lien-able. Trusts are not within the jurisdiction or purview of any corporate element, government element, or anything else. They are governed only and entirely by the people who are involved in the trust. Trusts

are NOT created by government or any corporation and are created by a grantor/executor, which is a person who simply brings the trust into being.

Sovereign:

A person's status outside of any external group or corporate system. This status cannot be signed away or given away under any circumstances. The only avenue to truly relinquish sovereignty is suicide. The words "foreign" or "nonresident" are both indicating a sovereign person or area.

Suicide:

To kill oneself as a willful act of ending the contract of life.

Government:

An organization that is below the level of the power of an American that is operated to keep the peace in the society and assist cultures and societies to remove elements that cause unnecessary turbulence in the society. The basic purpose of government is "to create and foster a culture that is flourishing, free of disputes and confusions/lies. A planter and harvester of truth." No corporation can be a government, as the purpose of a corporation is "maximum profit for shareholders" and that creates a massive conflict of interest.

*Supreme court case of Elkins Et Al v. United States, 364 U.S. 206: "In a government of laws, existence of the government will be imperiled if it fails to observe the law scrupulously. Our government is the potent, the omnipresent teacher. For good or ill, it teaches the whole people by its example. Crime is contagious. If the government becomes a lawbreaker, it breeds contempt for law, it invites every man to become a law unto himself, and it invites anarchy."

Citizen:

A government officer or employee. If you look over the many definitions of "city" in Black's Law, you will see things like "a political entity or subdivision for governmental purposes," "a public corporation for public purposes," "A state agency for carrying on local government," and "a voluntary association or corporation."

Employee:

Generally, when person for whom services are performed has right to control and direct individual who performs services not only as to result to be accomplished by work but also as to details and means by which result is accomplished, individual subject to direction is an "employee". Young v. Demos, 70 Ga. App. 577, 28 S.E. 2d 891, 893.

US Citizen/U.S. Person:

An individual working for the incorporated government in the District of Columbia. "U.S. Person" could also be an entity, such as a corporation or estate, organized under the laws of the incorporated entity called "United States."

Passport:

A quick and easy way to identify oneself in terms of culture, nationality, etc. A passport is not necessary and simply greases the gears of the social world. It is wholly non-commercial and has to do with a person's private, non-commercial, non-governmental activities.

Commerce:

Fee-for-service flow where all parties agree that legal or litigation intervention has been injected in an effort to keep all parties from failing to perform.

Statutes/Policy/Codes:

Rules that are created by a government, corporation or group for the purpose of creating structure and agreement for the willing members of the group. Policy. A person may be involved in many sets of statutes in various areas of their life. These spoken or implied agreements allow them to navigate their endeavors and no statutes are ever imposed on them beyond their will and awareness. If any group decides that a person has gone too far outside their statutes, they remove the person from the group beyond their will to be in that group.

Law:

Exact and specific rules or boundaries that all of mankind naturally, spoken or unspoken, agree on. Law is very simple and is composed of 3 basic points: do not harm others, do not harm or steal the property of others and be transparent (do not lie or hide things) in your contracts and dealings with others. Everyone has the protections of true law, even those that are involved in groups with specific Codes. No Code or statute will ever cloud or supersede an individual's natural law and any attempt to reduce the rights of any governmental employee or corporate citizen is tantamount to treason. Anyone operating with the intention to help others has the full protections of law at all times and their standing as a man or woman is primary in law above all other titles. Law is designed to disarm the person who has the intention to harm and to empower the person with the intention to help.

Certificate of Title (or any other name for a document proving ownership or interest):

Essentially a receipt that shows that the Manufacturer's Certificate of Origin (MCO) of a vehicle is being safely kept by the state. The Certificate of Title is an exact duplicate in power in law as the MCO and is not an abstract or representation of the Manufacturer's Certificate of Origin, but it IS the MCO, simply in another format. The holding of a Certificate of Title is the exact same as the holding of the MCO and transferring a Certificate of Title is the same as transferring the MCO itself. Registration is nothing more than the fees that are paid in exchange for the protection of the MCO and transferring of it. At no point in time does the state own or have a legal interest in the vehicle. The state is operating only as a banking lockbox to help protect the MCO and to administrate the transferring of the full rights of the vehicle or automobile.

Manufacturer's Certificate of Origin (MCO):

The original birth certificate of a vehicle, describing what was created by the manufacturer. This piece of paper is held in safekeeping by the corporate entity of the District of Columbia via Department of Motor Vehicle centers (or similar names). These MCOs are held in safe-keeping and the Certificates of Title that are issued by the Dept of Motor Vehicles (or any similar corporation) are nothing more than legal copies of the MCO. Exchanging the "Certificate of Title" exchanges the full and entire interest in the MCO from the parties listed on the Certificate of Title. The bill of sale between private individuals who exchange the Certificate of Title is a brand new MCO that essentially shows that the person who has held and modified the car has exchanged that car to the new owner. The Dept of Motor Vehicles (or any other corporation) agrees that the writing and notarization of a bill of sale between persons exchanging a Certificate of Title contains the same power as exchanging the MCO and the bill of sale is a superior title to even the MCO itself. The Dept of Motor Vehicles (or any similar corporation) operates as essentially a bank and holds the superior title for us as essentially a glorified lockbox.

Vehicle/Automobile/Motor vehicle/Motor Carrier:

A car, truck, big rig, boat, plane, etc, that could be used for either commercial reasons or non-commercial reasons. These terms are now all interchangeable. No license is required to operate any of the above. If a person wishes, they may acquire a passport for simpler travel in order to identify themselves. If they are willingly contracted into a body of commercial Codes, they may get a Driver's License that delineates which body of Codes they are subscribed to and any other important information that may be associated with that subscription. All vehicles/automobiles and motor vehicles have superior titles that are held by the holder of the Manufacturer's Certificate of Origin or the Certificate of Title (or any other official paper that describes ownership). The presentment of a passport, OR NO LICENSE AT ALL, indicates that the vehicle is not involved in any pre-determined statute systems in commerce. The current and exact evidence supporting that a person is involved in commerce is needed to truly and legally/lawfully classify someone as "involved in commerce." Any automobile moving its own personal property or private passengers are not commerce.

Manufacture/manufacturer:

The organization of natural elements into a cohesive system. Something that is the product of a combination of products through some kind of system. Manufacturing also includes the altering or customizing of already-produced products. Any altering to a product in any way makes the person who altered the item the "manufacturer." This word is literal in the fact that "manu" comes from "made by the hand" - so any changes or alterations or upgrades made by the hands of the previous owner would fit within this definition.

Bill of sale:

Any document that describes any item being transferred and any customization or alterations that item went through during previous ownership. The bill of sale acts as a superior title and is the new Manufacturer's Certificate of Origin for the automobile.

Superior title:

The highest and complete sovereign ownership and governance of any item or thing. In law, the superior titles used by a person are "man" and "woman" and these titles are always assumed to be the primary title above all spoken, written or assumed titles.

Marriage:

An agreement with God to have a union with one or more other persons in an effort to make their lives and the lives of others better. A trust agreement. No corporation or "artificial entity" may enter or involve itself with the structure of a marriage as it is a bond between only the men, women and their God, as defined by them.

Divine:

Involving or contracted with God (however that may be defined by the individual).

God:

A person's idea of the pure energy or the personification of spiritual or ethical idealism. This could be perceived as a body, an idea or anything else and is completely and only definable within the perception and decisions of the individual.

Sovereign citizen:

Someone who creates unnecessary contention by violently combating things of which they do not understand.

National:

As per 8 USC 1101(a)(21): "The term "national" means a person owing permanent allegiance to a state." This status is achieved through naturalization, from 8 USC 1101(a)(23): "The term "naturalization" means the conferring of nationality of a state upon a person after birth, by any means whatsoever." A national is a TRUE American and lives on the land of North America. Indian tribes are in this category.

Evidence:

Proof that establishes location, intention, action and responsibility. Perceptions and opinions may very well not be evidence.

Crimes:

There must be a victim to have a crime. The "government" or state may not be the victim. "Crime" is established when someone's rights are exercised to such a broad level that it harms or damages another person.

"Harm" or "damage":

Physical or emotional destruction or degradation that can be somehow proven objectively (subjective examples would need more of a track-record of proof in order to be substantiated).

"You," "Your" or any other small common word:

"You" or "your" or any other variation of showing identity and any usage of small common words to try and trick someone into special definitions that degrade or harm will fall under treason. Redefining these words are an obvious attempt at subversion and are never going to be used in an effort to assist someone. The creation of special definitions for small common words are immediately assumed to be treason, as the intent is clear. This definition was born out of a cognizance of the existence of 20 CFR 422.402 subsection (e). This definition automatically eliminates all definitions of this type and vitiates their existence since their supposed inception.

Represent:

To assist another in presenting themselves. No one waives their rights or status in having or demanding assistance.

Driving/traveling:

These words now mean the same thing. Someone who produces no license at all or a passport is in non-commerce. Someone producing a Driver's License is in commerce. THEIR INVOLVEMENT IN COMMERCE MUST BE EVIDENT AND THEIR UNKNOWING PRESENTMENT OF A DRIVER'S LICENSE DOES NOT AUTOMATICALLY MEAN THEY OPERATE IN COMMERCE. IT IS ONLY AN INDICATOR AND EVIDENCE MUST BE ESTABLISHED.

Social Security/Social Security Number:

The Employer Identification Number (EIN) of the public corporation of your name in all capital letters (the ens legis). The IRS defines the EIN as: "An Employer Identification Number (EIN), also known as a Federal Tax ID Number, is a 9-digit number assigned by the IRS to identify a business entity. It is often used for banking, taxation, and to register your business with the federal government."

Public corporation:

"A public corporation is one created by the state for political purposes and to act as an agency in the administration of civil government." -Black's Law 4th Edition

Obligations of the United States:

Any promise or evidence of debt regarding any public corporation. 18 USC 8 is quite clear about this.

Abundance:

The idea that a person has “more than what is needed or desired.” The idea of how much someone needs or desires is entirely up to them and has nothing to do with their environment. This feeling or idea is entirely within the control of each individual person for each individual area of their life. This ratio of “abundance versus scarcity” gives tremendous excitement in the game of life.

Scarcity:

The idea that a person has “less than what is needed or desired.” The idea of how much someone needs or desires is entirely up to them and has nothing to do with their environment. This feeling or idea is entirely within the control of each individual person for each individual area of their life. This ratio of “abundance versus scarcity” gives tremendous excitement in the game of life.

Resident alien:

Someone who is PROVEN to live in the District of Columbia.

Non-resident alien:

Someone who is PROVEN to not live in the District of Columbia.

Transmitting utility:

This term is not to be mistaken with a human being. This term means a person who is producing or transmitting electricity. While the body does do that, this definition is explicitly negating any idea that a human being is a transmitting utility in the eyes of the law.

License:

Permission to do something that would otherwise be considered illegal. This is generally only needed for corporations as men and women do not need licenses but are actually the issuers of licenses themselves.

Intelligence:

Normally, “intelligence” is known as “some fixed and predetermined capacity to understand.” This definition is limiting and was manufactured by the field of psychiatrists in an effort to make people feel overwhelmed by their inability to rapidly grasp something. Due to this sly and highly false definition, humanity has been harmed. The new definition of “intelligence” is simply CURIOSITY. Curiosity (and now “intelligence”) is defined as “a natively infinite ability to find wonderment in things. Each and every person has an immediate and infinite quantity of this. How rapidly they grasp things is simply gauged by the quality of the questions they ask when applying their “intelligence” or curiosity. Poor quality questions reduce the speed of comprehension, but the application of “intelligence” will ALWAYS arrive at an understanding... regardless of the quality of the questions.”

Man:

The ultimate title. The ultimate simplicity. One of the basic elements of the battery of nature. The desire to protect. The drive and focus to achieve a goal. One of two original bodies created by God in an effort to be a creation of half of what God is composed of. An incomplete expression of nature. The searcher of beauty.

Woman:

The ultimate title. The creator of beauty. Beauty is created by the manufacturer of art. Beauty is not inherent, it is created. The dancing, warm flow of existence. That of which is the great mediator of life. The true logic of life that understands life through the emotional and instinctual understanding of experience. That of which prevents life and existence from using the drive of masculinity in an effort to drive our human race into oblivion. Softness, mediation, flow.

Section 2: Notice to Person Executing Limited Power of Attorney

IMPORTANT NOTE 1: Any assumption that the principal has ever indorsed anything with a blank indorsement is hereby explicitly negated. This agreement hereby explicitly waives the right of the principal (or any entities) to indorse any instrument with a blank indorsement (unless worded specifically "pay to the order of: bearer" with an allonge explaining why it being indorsed that way). All indorsements are assumed, by default, to be both qualified and special. All indorsed instruments from the past assumed to be blank are hereby to be considered fraud and need to be reindorsed or clarified by both the principal and agent. The default or assumed indorsement for all past, current and future instruments is:

WITHOUT RECOURSE

WITHOUT PREJUDICE

Pay to the Order of:

ROBERT ALLEN BAUTISTA®

By: /s/ Robert Allen Bautista/agent

Robert Allen Bautista/attorney-in-fact

A durable power of attorney is an important legal document. By signing the durable power of attorney, you are authorizing another person to act for you, the principal. Before you sign this durable power of attorney, you should know these important facts:

Your agent (attorney-in-fact) has no duty to act unless you and your agent agree otherwise in writing. This document gives your agent the powers to manage, dispose of, sell, and convey your real and personal property, and to use your property as security if your agent borrows money on your behalf. This document explicitly DOES give your agent the power to accept or receive any of your property, in trust or otherwise, as a gift, without the need to specifically authorize the agent to accept or receive a gift. These actions are done in an effort to benefit all parties and to better administer the survival of both persons in an effort to expand the survival potential of both persons perpetually into the future. Principal has FULL and UTTER trust in the agent to operate entirely in absolutely EVERY area in all of existence without rules or regulations. Principal FULLY comprehends the tremendous risk and has read this entire document in extensive detail, taking care to clear up the definitions of any words and clarify all aspects of this document. This document is a contract, made under the willful and total cognizance, of total and absolute governance by ROBERT ALLEN BAUTISTA ®.

Your agent will have the right to receive reasonable payment for services provided under this durable power of attorney unless you provide otherwise in this power of attorney.

The powers you give your agent will continue to exist even beyond your entire lifetime, unless you state that the durable power of attorney will last for a shorter period of time or unless you otherwise terminate the durable power of attorney. The powers you give your agent in this durable power of attorney will continue to exist even if you can no longer make your own decisions respecting the

management of your property. Since the principal is an ens legis, easily identified by what is called the "Social Security Number," it could be assumed that this person never actually lived to begin with and thus never had a "lifetime" of which to speak about in this agreement. None of that negates the binding aspect of this DPOA.

You can amend or change this durable power of attorney only by executing a new durable power of attorney or by executing an amendment through the same formalities as an original. You have the right to revoke or terminate this durable power of attorney at any time, so long as you are competent.

This durable power of attorney must be dated and must be acknowledged before a notary public or signed by two witnesses. If it is signed by two witnesses, they must witness either (1) the signing of the power of attorney or (2) the principal's signing or acknowledgment of his or her signature. A durable power of attorney that may affect real property should be acknowledged before a notary public so that it may easily be recorded.

You should read this durable power of attorney carefully. When effective, this durable power of attorney will give your agent the right to deal with property that you now have or might acquire in the future. The durable power of attorney is important to you. If you do not understand the durable power of attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

NOTICE: THIS IS A PRIVATE POWER OF ATTORNEY BEING EXECUTED IN THE NATION CALLED THE AMNESTY COALITION AND IS APPLICABLE IN ALL STATUTORY SITUATIONS VIA NATURALIZATION FROM 8 USC 1101(a)(23) OR BY ANY OTHER MEANS. THIS DPOA APPLIES TO COMMON LAW, NONSTATUTORY APPLICATIONS, AS WELL AS STATUTORY SITUATIONS IN THE UNITED STATES OR ELSEWHERE. THIS AGREEMENT APPLIES TO ABSOLUTELY ANYTHING AND ANYPLACE.

I, ROBERT ALLEN BAUTISTA ®, non-residence mailing address of 400 N ERVAY ST 131385 DALLAS TX 75313, hereby appoint Robert Allen Bautista, domiciled at 123 WONDERLAND WAY PICKELTARIA, as my attorney-in-fact ("Agent") to exercise the powers and discretions described below.

This Power of Attorney shall not be affected by my subsequent incapacity.

As per trademark serial number: 98719160, I hereby release all security and bond creation to Robert Allen Bautista/agent. This trademark, even if made void, canceled or changed, signifies that only Robert Allen Bautista/agent has the capacity to decide on my ability or decision to contract in absolutely any way in commerce.

I hereby revoke any and all general powers of attorney and special powers of attorney that previously have been signed by me. This agreement hereby replaces the earlier one that I had with ROBERT ALLEN BAUTISTA ®.

My Agent shall have full power and authority to act on my behalf. This power and authority shall authorize my Agent to manage and conduct all of my affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. My Agent's powers shall include, but not be limited to, the power to:

1. Open, maintain or close bank accounts (including, but not limited to, checking accounts, savings accounts, and certificates of deposit), brokerage accounts, retirement plan accounts, and other similar accounts with financial institutions.

a. Conduct any business with any banking or financial institution with respect to any of my accounts, including, but not limited to, making deposits and withdrawals, negotiating or indorsing any checks or other instruments with respect to any such accounts, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to me by any person, firm, corporation or political entity. I also permit Robert Allen Bautista to assign, create, eliminate and FULLY control any and all UCC1 filings, UCC3 fillings, security interests, etc on my behalf.

b. Add, delete or change beneficiaries to any financial accounts I own including insurance policies, annuities, retirement accounts, payable on death savings or checking accounts or other investments.

c. Perform any act necessary to deposit, negotiate, sell or transfer any note, security, or draft of the United States of America, including U.S. Treasury Securities. This includes any non-US notes, securities, drafts, etc.

d. Have access to any safe deposit box that I might own, including its contents.

2. Provide for the support and protection of myself, my spouse, or of any minor child I have a duty to support or have established a pattern of prior support, including, without limitation, provision for food, lodging, housing, medical services, recreation and travel.

3. Sell, exchange, buy, invest, or reinvest any assets or property owned by me. Such assets or property may include income producing or non-income producing assets and property.

4. Take any and all legal steps necessary to collect any amount or debt owed to me, or to settle any claim, whether made against me or asserted on my behalf against any other person or entity.

5. Enter into binding contracts on my behalf.

6. Maintain and/or operate any business that I may own.

7. Employ professional and business assistance as may be appropriate, including attorneys, accountants, and real estate agents.

8. Sell, convey, lease, mortgage, manage, insure, improve, repair, or perform any other act with respect to any of my property (now owned or later acquired) including, but not limited to, real estate and real estate rights (including the right to remove tenants and to recover possession). This includes the right to sell or encumber any homestead that I now own or may own in the future.

9. Prepare, sign, and file documents with any governmental body or agency, including, but not limited to, authorization to:

a. Prepare, sign and file income and other tax returns with federal, state, local, and other governmental bodies.

b. Obtain information or documents from any government or its agencies, and represent me in all tax matters, including the authority to negotiate, compromise, or settle any matter with such government or agency.

c. Prepare applications, provide information, and perform any other act reasonably requested by any government or its agencies in connection with governmental benefits (including medical, military and social security benefits), and to appoint anyone, including my Agent, to act as my "Representative Payee" for the purpose of receiving Social Security benefits.

10. Make gifts from my assets to members of my family and to such other persons or charitable organizations with whom I have an established pattern of giving (or if it is appropriate to make such gifts for estate planning and/or tax purposes), to file state and federal gift tax returns, and to file a tax election to split gifts with my spouse, if any. No Agent acting under this instrument, except as specifically authorized in this instrument, shall have the power or authority to (a) gift, appoint, assign or designate any of my assets, interests or rights, directly or indirectly, to such Agent, such Agent's estate, such Agent's creditors, or the creditors of such Agent's estate, (b) exercise any powers of appointment I may hold in favor of such Agent, such Agent's estate, such Agent's creditors, or the creditors of such Agent's estate, or (c) use any of my assets to discharge any of such Agent's legal obligations, including any obligations of support which such Agent may owe to others, excluding those whom I am legally obligated to support.

11. To transfer any of my assets to the trustee of any revocable trust created by me, if such trust is in existence at the time of such transfer.

12. To utilize my assets to fund a trust not created by me, but to which I have either established a pattern of funding, or to fund a trust created by my Agent for my benefit or the benefit of my dependents, heirs or devisees upon the advice of a financial adviser.

13. To create, sign, modify or revoke any trust agreements or other trust documents in an attempt to manage or create a trust that was created for my benefit or the benefit of my dependents, heirs or devisees. This shall include the creation, modification or revocation of any inter vivos, family living, irrevocable or revocable trusts.

14. To exercise fiduciary responsibilities that I have a right to delegate.

15. Subject to other provisions of this document, my Agent may disclaim any interest, which might otherwise be transferred or distributed to me from any other person, estate, trust, or other entity, as may be appropriate. However, my Agent may not disclaim assets to which I would be entitled, if the result is that the disclaimed assets pass directly or indirectly to my Agent or my Agent's estate. Provided that they are not the same person, my Agent may disclaim assets which pass to my Gift Agent, and my Gift Agent may disclaim assets which pass to my Agent.

16. Have access to my healthcare and medical records and statements regarding billing, insurance and payments.

17. Act on my behalf for the purposes of managing, distributing, and terminating my digital assets. For the purposes of this Power of Attorney, digital assets shall mean electronic assets that are stored on my computers, electronic devices, or on any online account, as identified in the Digital Assets Memorandum of this Power of Attorney. Online accounts include, but are not limited to, social-

networking sites, online backup services, servers, email accounts, photo and document sharing sites, financial and business accounts, domain names, virtual property, websites, and blogs. The Digital Assets Memorandum, with associated websites, usernames, passwords, and related information, is hereby incorporated by reference into this Power of Attorney and shall be distributed to my Agent designated in this Power of Attorney. My Agent shall have the power and authority to manage, conduct, and to exercise all of my legal rights and powers relating to my digital assets, including all rights and powers that I may acquire in the future. My Agent's powers shall include, but not be limited to, the power to access, download, and backup digital assets, convert my file formats, access any and all devices necessary to manage digital assets, and clear computer caches and delete files.

This Power of Attorney shall be construed broadly as a General Power of Attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner.

Any power or authority granted to my Agent under this document shall be limited to the extent necessary to prevent this Power of Attorney from causing, (i) my income to be taxable to my Agent, (ii) my assets to be subject to a general power of appointment by my Agent, or (iii) my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. A Successor Agent shall not be liable for acts of a prior Agent.

No person who relies in good faith on the authority of my Agent under this instrument shall incur any liability to me, my estate or my personal representative. I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document.

If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

My Agent shall be entitled to reasonable compensation for any services provided as my Agent. My Agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent as required under state law or upon my request or the request of any authorized personal representative, fiduciary or court of record acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue effective until October 16, 2199. This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

It is acknowledged that the principal operates and exists both WITHIN or WITHOUT the United States, depending on how he is naturalized by (Robert Allen Bautista). The agent operates WITHOUT

the United States at all times pursuant to 28 USC 1746. Notarization is NOT naturalization as it only references temporary location and does not specify a change in allegiance.

Dated NOVEMBER 07, 2024, at Dallas, Texas Republic

WITHOUT RECOURSE WITHOUT PREJUDICE
PAY TO THE ORDER OF ROBERT ALLEN BAUTISTA @
BY: Robert Allen Bautista / agent
Robert Allen Bautista / attorney-in-fact
ROBERT ALLEN BAUTISTA @ / principal

Witness Signature: _____
Name: _____
City: _____
State: _____

Witness Signature: _____
Name: _____
City: _____
State: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF TEXAS,
COUNTY OF DALLAS

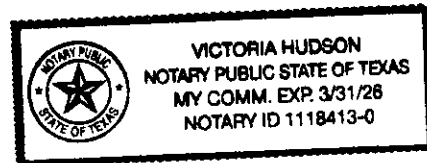
On Nov 7th 2024 before me, ROBERT ALLEN BAUTISTA @, personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Victoria Hudson

Signature of Notary Public



(Notary Seal)

This document was prepared by:
Robert Allen Bautista/agent

Notice to Person Accepting the Appointment as Attorney-in-Fact:

By acting or agreeing to act as the agent (attorney-in-fact) under this power of attorney you assume the fiduciary and other legal responsibilities of an agent. These responsibilities include:

1. The legal duty to act solely in the interest of the principal and to avoid conflicts of interest.
2. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you.

You MAY transfer the principal's property to yourself without the need for full and adequate consideration and you may accept a gift of the principal's property. The only provision would be that the transferring of such property would need to be beneficial to the principal and agent.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the agent (attorney-in-fact) under the terms of this power of attorney.

Agent attests this document to be signed on his behalf in the Nation of the Amnesty Coalition:

Date: NOVEMBER 27, 2024

Signed: WITHOUT RECOURSE WITHOUT PREJUDICE
PAY TO THE ORDER OF ROBERT ALLEN BAPTISTA @
BY: Robert Allen Baptista Agent
Robert Allen Baptista/attorney-in-fact
Robert Allen Baptista/agent

Digital Assets Memorandum

NOTE TO PRINCIPAL AND DIGITAL AGENT(S): This Digital Assets Memorandum should be separated from the rest of the power of attorney and be kept accessible only to the Principal and the Digital Agent(s), as this may contain sensitive and confidential information. This memorandum may be updated by the Principal from time to time.

Name of Digital Agent and Each Digital Asset

Digital Agent(s):

Name of Digital Agent: Robert Allen Bautista

Address: 400 N ERVAY ST 131385

City: DALLAS

State: TEXAS 75313

Phone Number: 702-501-9639

Digital Devices:

Name of Digital Asset: All digital devices such as computers, cell phones, etc.

Email Accounts:

Name of Digital Asset: All email accounts: Gmail, Hotmail, whiterabbitconsortium.org, etc.

Social Networking Accounts:

Name of Digital Asset: All social media accounts: YouTube, Google, Facebook, TikTok, Instagram, LinkedIn, etc.

Online Bank Accounts:

Name of Digital Asset: All online bank accounts: Chase, Amegy Bank, PNC Bank, Capital One, Goldman Sachs, Comenity Bank, etc.

Online Media Accounts:

Name of Digital Asset: All online media accounts: Spotify, Soundcloud, Apple Music etc.

Other Digital Assets:

Name of Digital Asset: Absolutely all digital assets: Steam, Online Phone Systems, etc.

CAUSE NO. DC-24-18870

ROBERT ALLEN BAUTISTA,	§	IN THE DISTRICT COURT
<i>Plaintiff,</i>	§	
	§	
vs.	§	FOR THE 191 st JUD. DISTRICT
	§	
GEXA ENERGY, LP and NEXTERA	§	
ENERGY, INC.	§	
<i>Defendants.</i>	§	DALLAS COUNTY, TEXAS

**DEFENDANTS X GEXA ENERGY, LP AND NEXTERA ENERGY, INC.’S
ORIGINAL ANSWER AND AFFIRMATIVE DEFENSES**

TO THE HONORABLE JUDGE OF SAID COURT:

Defendants GEXA Energy, LP and NextEra Energy, Inc. (collectively, “Defendants”), hereby file their Original Answer and Affirmative Defenses to the Original Petition (“Petition”) of Robert Allen Bautista (“Plaintiff”). In support, Defendants would respectfully show the Court as follows:

**I.
GENERAL DENIAL**

1. Defendants, as permitted by the Texas Rules of Civil Procedure and the Constitution of the United States and the State of Texas, hereby generally deny each and every, all and singular, of the material allegations set forth in the Petition, subject to any stipulations they may hereafter make, and demand strict proof thereof by preponderance of the evidence before a judge or jury.

II. AFFIRMATIVE DEFENSES

Without conceding that they necessarily bear the burden of pleading or proof with respect to any of them, Defendants hereby assert the following affirmative defenses and/or matters of avoidance, which are plead subject to and without waiver of each other:

1. Defendants assert that they owed no duty to Plaintiff.
2. Defendants assert that this action is barred, in whole or in part, by the applicable statute of limitation(s) and/or repose.
3. Defendants assert that these claims are arbitrable.
4. Defendants assert that Plaintiff's claims may be barred, in whole or in part, by the doctrines of waiver and/or consent.
5. Defendants assert that Plaintiff lacks a private right of action under the statute(s).
6. Defendants are not consumer reporting agencies under FCRA.
7. Defendants reserve all rights to amend/supplement the aforementioned affirmative defenses and matters of avoidance.

**III.
RULE 193.7 NOTICE**

8. Defendants hereby give notice to all parties that any and all documents produced in response to written discovery may be used against the producing party at any pretrial proceeding and/or at trial of this matter without the necessity of authenticating documents.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Defendants GEXA Energy, LP and NextEra Energy, Inc. pray that, upon trial hereof, Plaintiff take nothing, that Defendants recover their costs, and that Defendants have any further relief to which they may justly be entitled in law or equity.

Dated: November 19, 2024

RESPECTFULLY SUBMITTED,

Bradley

By: /s/ Robert H. Ford
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this the 19th day of November, 2024, a true and correct copy of the foregoing instrument was served on all parties in accordance with the Texas Rules of Civil Procedure.

/s/ Robert H. Ford
Robert H. Ford

Automated Certificate of eService

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Angela Davis on behalf of Robert Ford

Bar No. 24074219

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Envelope ID: 94515536

Filing Code Description: Original Answer - General Denial

Filing Description:

Status as of 11/20/2024 2:24 PM CST

Associated Case Party: ROBERTALLENBAUTISTA

Name	BarNumber	Email	TimestampSubmitted	Status
ROBERT ALLENBAUTISTA		RBRTBTST16@GMAIL.COM	11/20/2024 1:07:35 PM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
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Angela Davis		adavis@bradley.com	11/20/2024 1:07:35 PM	SENT
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